AGREEMENT

between

PROVINCE OF MANITOBA

and

THE PROFESSIONAL INSTITUTE OF

THE PUBLIC SERVICE OF CANADA
(O.P.E.E.P.M.)

1987 - 1990

88-04515/

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THIS AGREEMENT made and entered into the 31st day of March, A.D. 1988.

BETWEEN:

HER MAJESTY THE QUEEN,
in Right of the Province of Manitoba,
(Hereinafter referred to as "the Government"),
OF THE FIRST PART,

- and -

THE PROFESSIONAL INSTITUTE OF THE
PUBLIC SERVICE OF CANADA (O.P.E.E.P.M.),
(Hereinafter referred to as "the Institute"),
OF THE SECOND PART.

WHEREAS the Institute is the certified bargaining agent of certain specified Engineers employed by the Government, more specifically having been certified under the Labour Relations Act of the Province of Manitoba by the Manitoba Labour Board on the 20th day of February, A.D. 1987, under Certificate No. MLB-4117 as certified bargaining agent for a unit described as follows:

> "All persons employed by The Province of Manitoba as Professional Engineers and functioning as such, except those excluded by the Act".

AND WHEREAS the Institute and the Government have agreed to enter into a Collective Agreement containing terms and conditions of employment of the said Engineers employed by the Government, including provisions with reference to rates of pay and hours of work;

NOW THIS AGREEMENT WITNESSETH that in consideration of the premises of the covenants and agreements of the parties hereto, hereinafter contained, and by them to be respectfully observed, kept and performed, the parties hereto covenant and agree as follows:

ARTICLE 1 - COPIES OF AGREEMENT

01 A copy of this Agreeement shall be provided to each of the present Engineers and to all future Engineers bound by this Agreement. The Government and the Institute shall share equally all costs in connection with the printing of the Collective Agreement for use by present and future Engineers covered by this Agreement and the Institute shall be responsible for distribution of the Collective Agreement to all such Engineers.

ARTICLE 2 - INTERPRETATION

01 "Employee" means a person employed in a position in the bargaining unit. In this Agreement, "employee" and "Engineer" may be used interchangeably.

02 "Employing Authority" means:

(a) in respect of a department

(i) the Minister presiding over a department; or

(ii) the Deputy Minister; or

(iii) any person designated by the Minister to act as employing authority in respect of the department on behalf of the Minister.

03 "Government" means Her Majesty The Queen in right of the Province of Manitoba. In this agreement government and employer may be used interchangeably.

04 "Institute" means the Professional Institute of the Public Service of Canada.

05 "promotion" means a change of employment from one position to another having a higher maximum salary.

06 "transfer" means the removal of an employee from a position to another position in the same class or to another position in a different class having the same maximum rate of pay.

ARTICLE 3 - DISCRIMINATION

01 The parties agree that there shall be no discrimination, harassment, coercion or interference exercised or practiced with respect to any employee by reason of age, sex, marital status, race, creed, colour, ethnic or national origin, political or religious affiliation or membership in the Institute or activities in the Institute.

ARTICLE 4 - MANAGEMENT RIGHTS

01 All the functions, rights, personnel pay practices, powers and authority which the Government has not specifically abridged, delegated or modified by this Agreement are recognized by the Institute as being retained by the Government.

02 In administering this Agreement, the Government shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

ARTICLE 5 - RECOGNITION OF THE INSTITUTE

01 The Government recognizes the Institute as the sole and exclusive bargaining agent for those Engineers of the Government referred to in Certificate No. MLB-4117 of The Manitoba Labour Board.

ARTICLE 6 - TERM OF AGREEMENT

01 The provisions of this Agreement, unless otherwise specified, shall become effective from and including September 26, 1987 up to and including September 21, 1990 and thereafter until a new Agreement has been concluded, provided, however, notice for revision or termination of this Agreement may be submitted by the Government or the Institute to the other party on or before July 1 prior to the termination date of this Agreement, and in the case of notice of termination being given as aforesaid, this Agreement shall terminate on September 21, 1990. If notice for revision or termination of this Agreement is not made before July 1 prior to the termination date of this Agreement, this Agreement will continue in full force and effect for a further period of twelve (12) months. During the period of negotiations for renewal or revision of this Agreement, this Agreement and all of its terms and conditions shall remain in full force and effect.

02 If notice is given for revision or termination of this Agreement as aforesaid, the Institute and the Government agree that they shall deliver each to the other on or before August 1st of that year, their written proposals for a new Agreement or revision of this Agreement. The parties hereto agree that they will be restricted in their negotiations to the matters raised in the proposals made by them on or before August 1st and that such proposals for any alterations or amendments to the Agreement shall be in writing.

03 Upon notice being given by any of the parties hereto under 01 hereof each party agrees to commence negotiations on or before August 15th of that year for the new Agreement or the revision of this Agreement as proposed by the parties hereto.

04 All time limits may be extended by mutual consent.

ARTICLE 7 - MEDICAL FITNESS

01 A physical examination prior to initial appointment to any position covered by this Collective Agreement by a duly qualified medical practitioner designated by or acceptable to the employing authority may be required for any Engineer who, in the opinion of the employing authority should be given a physical examination.

02 The employing authority may require an Engineer to have a psychiatric examination; and/or a physical examination.

03 The cost of any examination or report as hereinbefore set out, shall be borne in its entirety by the employing authority.

04 A copy of the report that was submitted to the employing authority shall be provided to the Engineer within twenty (20) days of the examination.

ARTICLE 8 - RECRUITMENT AND SELECTION

01 a) The preference for filling vacancies shall be as follows:

i) promotion;

ii) competition;

b) If the vacancy or new position is to be filled by means of a competition, such vacancy or new position shall be posted by means of an Employment Bulletin or Circular accessible to Engineers within the bargaining unit for a minimum period of one week. The vacancy or new position may be simultaneously advertised.

c) The Bulletin or Circular shall be in a form similar to the Employment Bulletin issued by the Civil Service Commission and shall contain such information as: Category or Working Title, Classification, Location, Qualifications, Duties and Responsibilities, Salary and closing date for acceptance of applications.

d) The closing date for acceptance of such applications shall not be less than seven days after the date on which the Bulletin or Circular was posted.

02 Section 01 hereof does not apply to positions to be filled at the entry level by Engineering Graduates. The term "entry level" shall mean positions at the Engineer I or Engineer II classifications, and the Environmental Engineer I and the Environmental Engineer II classifications.

03 Section 01 hereof does not apply to term positions of one year or less duration but shall apply to multi-year term positions.

04 The selection of Engineers for vacant or new positions shall be on the basis of merit, abilities, prior work experience and seniority. Where merit, abilities and prior work experience are equal, seniority shall be the determining factor.

05 An application from an Engineer in the bargaining unit shall be given preference if such applicant, on the basis of merit, ability, and prior work experience, can meet all the requirements of the position.

06 An Engineer who is an unsuccessful applicant for a vacant or new position shall, upon written request to the Civil Service Commission within thirty (30) days of receipt by him of the notification, be supplied with the written reason(s) for his non-acceptance.

07 Where a term employee is employed in the same position performing the same function for a period of more than twenty-four (24) continuous months and where the need for the position is expected to continue, the government will convert the position and the employee to regular civil service status.

ARTICLE 9 - PROBATION

01 Every Engineer appointed to a position shall be on probation for a period of twelve (12) months. The termination of an Engineer during this initial probationary period is neither grievable nor arbitrable.

02 Where an Engineer has been promoted or transferred, the probationary period shall be six (6) months or such longer period not to exceed twelve (12) months as may be established by the employing authority.

03 An employee shall be notified in writing of any extension of the probation period under Section 9:02 prior to the expiry of the probation period. A meeting may be held with the employee to discuss the extension. The employee has the option to have a representative present.

04 Notwithstanding 9:01, an Engineer who is rejected during the probation period may grieve the rejection at Step 3 of the grievance procedure within fifteen (15) working days from the date the employee received notice of the rejection. The Deputy Minister or his designate shall hold a hearing to discuss the grievance with the employee and his or her representative. The decision at Step 3 shall be final for such grievances.

05 Where an Engineer's services have been found to be unsatisfactory during his probationary period following a promotion or transfer, every reasonable effort will be made to relocate the Engineer to a similar position at the then prevailing salary for the classification and position that he occupied prior to his promotion or transfer.

06 An employee shall not be required to serve a further probation period when:

(a) the employee is promoted without competition as a result of reclassification of the employee's position.

(b) the employee initiates a transfer to a position in the same classification involving similar duties and responsibilities.

(c) the employer initiates the transfer or demotion of an employee from one position to another for any reason.

ARTICLE 10 - PERFORMANCE APPRAISAL

01 Where a formal written assessment of an Engineer's performance is made, the Engineer concerned shall sign the assessment indicating its contents have been read. The Engineer shall be given an opportunity to place his own comments on the assessment and a copy of the assessment shall be provided to the Engineer. Failure to provide a copy of the assessment shall not render it invalid.

ARTICLE 11 - MERIT INCREMENTS

01 Merit increase means an increase in the rate of pay of an Engineer of one increment within his pay range which may be granted in recognition of one full year of satisfactory service.

02 The merit increase shall be effective on the applicable anniversary date.

03 Where an Engineer's merit increase is not to be granted, he shall be so notified in writing by the department including the reasons therefor. Every reasonable effort will be made to provide such notice prior to the applicable anniversary date.

ARTICLE 12 - TERMINATION OF EMPLOYMENT

01 The employing authority shall give a written notice of termination to each Engineer who is to be terminated, at least four (4) weeks before the date on which the employee's termination is to be effective.

02 Any Engineer who is voluntarily terminating employment with the Government shall give a written notice of termination to the employing authority at least four (4) weeks before the date on which the Engineer's termination is to become effective.

03 An Engineer may, with the approval of the employing authority withdraw his notice of termination at any time before his termination is to become effective.

04 The effective date of the termination shall be the last day upon which an employee performs his regular duties.

ARTICLE 13 - LAY-OFF

01 Subject to consideration of respective merits, abilities, and records of performance of the Engineers concerned, in determining the order of laying off Engineers, consideration shall be given to classification and service seniority of the Engineers in the classification from which Engineers are being laid off. Classification seniority shall mean length of continuous service in the position classification. Service seniority shall mean length of continuous service in a position in the bargaining unit.

02 Except where an Engineer is being laid off at the end of a specific term of employment, or after completion of a job for which he was specifically employed, an employing authority laying off a regular employee shall give the Engineer four (4) weeks' written notice, or in the absence of such notice to the Engineer, payment in lieu thereof.

03 Where an Engineer is being laid off at the end of a specific term of employment, or after the completion of a specific job for which he was employed, no notice of lay-off is required.

04 Where an Engineer alleges that his lay-off has not been in accordance with this Article, the grievance procedure set forth in this agreement shall apply except that the grievance shall be initiated in the third step of the procedure.

05 Engineers who are laid off shall be placed on a re-employment list. Engineers placed on the re-employment list shall be called back in reverse order of lay-off in the classification from which the Engineer was laid off.

ARTICLE 14 - DISCIPLINARY ACTION

01 Where a person having supervisory authority over an Engineer believes that disciplinary action of that Engineer is necessary, he may:

(a) orally or in writing reprimand the Engineer; or

(b) recommend to the employing authority such disciplinary measures including suspension or termination as are deemed advisable under the circumstances.

02 Any type of disciplinary action taken against a member of the bargaining unit herein must only be taken for just and proper cause.

ARTICLE 15 - GRIEVANCE PROCEDURE

01 The parties to this Agreement recognize the desirablility for prompt resolution of grievances through an orderly process without stoppage of work or refusal to perform work, and therefore the purpose of this Article is to establish such procedure for processing, discussing and settling grievances.

02 A grievance is defined as a complaint in writing concerning:

(a) The application, interpretation, or alleged violation, of an Article of this Agreement or of The Civil Service Act or an approved written policy respecting terms and conditions of employment.

(b) Any disciplinary action as defined in Article 13 including the termination, suspension, demotion, or written reprimand of an employee.

03 It is understood and agreed by both parties hereto that any alleged violation of the express terms of the Agreement or any dispute as to the meaning or application of the express terms of the Agreement may be arbitrable and the Arbitration Board shall have the power to decide whether any such issue is arbitrable or not but the Arbitration Board shall not have the power to alter, amend or modify the express terms of this Agreement.

04 It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated.

05 Any Engineer who believes he has a grievance as defined in this Article shall submit his grievance in writing with the redress requested and the grievance shall be dealt with as follows:

Step 1: Within twenty (20) working days from the time of the alleged grievance the Engineer, Institute representative or both shall discuss the matter with the Engineer's Section Head or his equivalent with a view to resolving the issue. -The Section Head or his equivalent shall sign for receipt of the grievance and shall issue a decision at this level in writing and forward such a decision to the Engineer and the Institute within five (5) working days of the date of the meeting being held.

A grievance originated by a Section Head or his equivalent shall be presented initially at Step 2.

Step 2: If no settlement is reached within the time limit specified in Step 1, the Engineer, Institute representative, or both, shall within fifteen (15) working days of receipt of the written decision in Step 1, or if no decision is received within the time limit specified, arrange a meeting with the appropriate Director or Assistant Deputy Minister. Such meeting will be held within fifteen (15) working days and the decision at this level shall be made in writing and forwarded to the Engineer and the Institute within ten (10) working days of the meeting.

Step 3: If no settlement is reached within the time limit specified in Step 2, the grievance may be submitted to the Deputy Minister of the department involved or his designate by the Engineer, Institute representative or both within fifteen (15) working days of receipt of the decision at Step 2, or if no decision is received within the specified time, upon the termination of the specified time limit. The Deputy Minister or his designate shall issue his decision in writing to the Engineer and the Institute within fifteen (15) working days following his receipt of the grievance.

06 Arbitration: Failing satisfactory settlement of a grievance pursuant to the procedure outlined above, then the controversy may at any time within twenty (20) working days thereafter be referred by either party to a Board of Arbitration to be composed of one nominee appointed by the Government and one by the Institute, such appointments to be made within ten (10) working days of such referral. The two nominees so appointed shall within fifteen (15) working days of the nomination of the last of them, select a third member who shall be the Chairman. If one of the parties fails or neglects to appoint a nominee within the time limits above set forth, then the other party may apply to the Chief Justice of the Province of Manitoba to appoint such nominee. A decision of the majority of the Board of Arbitration shall be final and binding on both parties hereto, and if there is failure to reach a majority decision, then the decision of the Chairman of the Arbitration Board shall be binding on the parties hereto.

(a) Should the two appointed arbitrators fail to agree upon a Chairman within the time limit herein provided, then the two arbitrators shall forthwith apply to the Chief Justice of the Province of Manitoba to select a Chairman.

(b) Each party shall be responsible for the costs and expenses of its appointee, and the costs and expenses of the Chairman of the Arbitration Board shall be shared equally between the Government and the Institute.

(c) In the case of a grievance involving an alleged unjust lay-off, suspension or discharge, the Arbitration Board may reinstate the employee with full compensation for time lost on the basis of the regular hours of work or may make such other award as may be deemed just and equitable.

(d) If the decision of the Arbitration Board is to reinstate any employee, the Arbitration Board shall deduct any wages earned through other employment since lay-off, suspension or discharge in question, from the award, if any.

07 In addition to the foregoing, the Institute may process a policy grievance with respect to Engineers employed by the Province of Manitoba and represented by the Institute, and any such policy grievance may be instituted at Step 3 of the grievance procedure herebefore set forth.

08 Time Limits: The time limits as stated herein may be extended by mutual agreement in writing of the employing authority and the Institute.

ARTICLE 16 - HOURS OF WORK

01 It is understood and agreed that except as hereinafter expressly provided, the normal work week will be 36 1/4 hours.

02 It is understood and agreed that the normal work day shall consist of 7 1/4 hours.

03 The government policy regarding flexible hours shall apply to Engineers in an "office" environment for the duration of this Agreement and is attached for informational purposes only.

ARTICLE 17 - COMPENSATORY LEAVE (OVERTIME)

01 Where under special circumstances an Engineer has been designated by an authorized supervisory authority to work periods of overtime beyond the normal expectations or requirements of the position, Engineers shall receive time off in lieu of overtime on the basis of one hour for each hour worked.

02 Notwithstanding 17:01, where an engineer is called out to work on a day of rest by an authorized supervisory official, he shall be eligible to receive the greater of:

(i) compensatory leave on the basis of one hour for each hour worked; or

(ii) a minimum of three (3) hours' compensatory leave.

Compensatory leave shall be scheduled as time off in accordance with clause 17:03.

03 Subject to operational requirements, such time off shall be taken at a time mutually agreed. If the employing authority is unable to schedule such time off, the employing authority shall authorize payment in lieu of such time off. Such payment shall be at straight time rates.

ARTICLE 18 - GENERAL HOLIDAYS

01 In this agreement, the following days shall be recognized as paid holidays:

1. New Years's Day
2. Good Friday
3. Easter Monday
4. Victoria Day
5. Dominion Day
6. August Civic Holiday
7. Labour Day
8. Thanksgiving Day
9. Remembrance Day
10. Christmas Day
11. Boxing Day

plus any other statutory holidays as declared by the Federal, Provincial or Local Government authority.

02 When any of the aforesaid Holidays except Remembrance Day, fall on a Saturday the preceding working day shall be observed as the holiday in lieu thereof and where any of the aforesaid holidays except Remembrance Day, fall on a Sunday, the first working day following the holiday shall be observed as the holiday in lieu thereof.

03 All Government offices shall be closed at one o'clock in the afternoon on December 24th of each year when that day is a normal working day and this day shall be considered as a full working day for the purposes of calculating all employee benefits, including salaries.

04 Except as otherwise provided in this Article every Engineer who does not work on a holiday that falls on a regular working day shall be paid at his regular rate of pay.

05 Notwithstanding any other provision of this Article, an Engineer is not entitled to pay for a holiday on which he does not work if:

(a) he did not report to work after having been called to work on the day of the holiday; or

(b) he has absented himself from work without consent of the employing authority or its designee either on the regular working day immmediately preceding or following the holiday unless his absence is by reason of established illness.

06 If an Engineer who is not entitled to pay for a holiday that falls on a regular working day for reasons outlined in Section 05(b) hereof does work on the holiday, he shall be paid equivalent to one and one-half times his regular rate for the time worked on that day.

07 If an Engineer who is entitled to pay for a holiday is required to work on the holiday he shall, in addition to the regular holiday pay, be compensated at one and one-half (1 1/2x) times his regular pay for all hours worked or be granted compensatory leave for such hours worked at the rate of one and one-half (1 1/2 hours) for each such hour worked. Such time should should not be deliberately accumulated. If suitable arrangements for compensatory time off cannot be agreed upon within 30 days after the holiday, the Engineer shall be paid for such hours worked at the applicable rate.

08 Where a holiday falls within the vacation period of an employee, one additional working day shall be added to the employee's vacation entitlement in lieu of the holiday.

ARTICLE 19 - VACATION

01 For the purpose of this Agreement, a vacation year is the period beginning on the first day of April and ending on the thirty-first day of March the following year.

02 An Engineer who has completed less than one (1) year's continuous employment as of April 1st, in any year, will be granted a vacation with pay pro-rated for the complete months worked. Such Engineer may, on request to the employing authority, also receive sufficient leave of absence without pay to complete any partial week of vacation.

03 Engineers shall earn vacation leave credits on the following basis:

a) engineers who have completed less than two (2) years service, one and one-quarter (1 1/4) working days per complete month of service in each vacation year to be taken in the vacation year following the year in which the vacation is earned.

b) commencing from the beginning of the vacation year in which two (2) years of service will be completed, one and two-thirds (1 2/3) working days per complete month of service in each vacation year to be taken in the year in which three (3) years of service are completed and yearly thereafter.

c) commencing from the beginning of the vacation year in which nine (9) years of service will be completed, two and one-twelfth (2 1/12) working days per complete month of service in each vacation year to be taken in the year in which ten (10) years of service are completed and yearly thereafter.

d) Commencing from the beginning of the vacation year in which nineteen (19) years of service will be completed, two and one-half (2 1/2) working days per complete month of service in each vacation year to be taken in the year in which twenty (20) years of service are completed and yearly thereafter.

e) notwithstanding subsections (a), (b), (c) and (d), engineers terminating in their second (2nd) year of service shall have their vacation leave credits cashed-out at the rate of one and one-quarter (1 1/4) days per complete month of service and engineers terminating in their ninth (9th) year of service shall have their vacation leave credits cashed-out at the rate of one and two-thirds (1 2/3) days per complete month of service, and engineers terminating in their nineteenth (19th) year of service shall have their vacation leave credits cashed-out at the rate of two and one-twelfth (2 1/12) days per complete month of service.

04 When computing vacation leave it is agreed that:

(a) Any fraction of a day equal to or greater than one-half shall be computed as a half day; and

(b) any fraction of a day less than one-half shall be computed as nothing.

05 (a) With the exception of the conditions referred to in subsection (b), the parties agree that vacation leave may not be taken in advance of when it is earned.

(b) With the approval of the employing authority, vacation leave up to a maximum of five (5) days may be granted in advance to a new employee. Earnings in excess of five (5) days in that vacation year must be taken in the vacation year following, as per Section 01 hereof.

06 (a) It is agreed between the parties hereto that all requests for earned vacation leave shall be submitted for approval and scheduling to the employing authority or its authorized designee. Subject to operational requirements, the employing authority shall attempt to grant vacation leave in accordance with the employee's request.

(b) Subject to 05(b) and 06(c), vacation leave shall be taken in the vacation year following the vacation year in which it is earned.

(c) The employing authority may authorize that vacation leave be carried forward to the next following year to supplement the vacation period of that year. Where the employing authority has been unable to schedule part or all of an employee's vacation within the year and, as a result, finds it necessary to restrict in whole or in part the employee's vacation leave, the employee may elect to carry over such vacation leave to the following year.

07 Subject to the requirements of personnel in a branch of a department, vacation leave shall be rotated regardless of seniority of employment.

08 Where an employee is absent on leave without pay, the parties agree that one and one-quarter (1 1/4) working days shall be deducted from the vacation leave of the employee for each month or portion thereof greater than one-half (1/2) that the employee is absent.

NOTE: Engineers who are receiving Remoteness Allowance are entitled to travel time as prescribed in Schedule "C".

09 Where an employee dies, the employee's estate shall receive the employee's accumulated vacation credits.

ARTICLE 20 - SICK LEAVE

01 It is agreed by both parties that earned sick leave entitlement shall be granted by the Commission where an employee is unable to be at work and perform his regular duties as a result of illness or injury.

02 An Engineer shall be granted sick leave credits at the rate of one-half (1/2) working day for each bi-weekly pay period during the first four (4) years of employment with the Government and one (1) working day for each bi-weekly pay period thereafter.

03 A new employee may be granted sick leave in advance of it being earned during his first six (6) months of service provided that the amount advanced, when combined with credits already accumulated, does not exceed five (5) working days.

04 Subject to Section :05, sick leave shall not accumulate beyond two hundred and eight (208) working days.

05 The Commission, at the request of the employing authority, may grant, in addition to the sick leave accumulated under this Agreement:

a) to an engineer who has been employed for not less than ten (10) years but less than fifteen (15) years, and who has been granted not more than two hundred and eight (208) working days of sick leave with pay during his or her years of service, an additional period of sick leave with pay, which additional sick leave will increase the total sick leave for all the engineer's years of service to not more than two hundred and twenty eight (228) working days.

b) to an engineer who has been employed for not less than fifteen (15) years but less than twenty (20) years, and who has been granted not more than two hundred and twenty eight (228) working days of sick leave during his or her years of service, an additional period of sick leave with pay which additional sick leave will increase the total sick leave for all the engineer's years of service to not more than two hundred and fifty-six (256) working days; and

c) to an engineer who has been employed for not less twenty (20) years and who has been granted not more than two hundred and fifty-six (256) working days of sick leave during his or her years of service, an additional period of sick leave with pay which additional leave will increase the total sick leave for all the engineer's years of service to not more than two hundred and ninety-six (296) working days.

(d) after the twentieth (20th) year of service, the maximum accumulative credit may increase to 296 working days.

06 Where an employee is absent because of illness, he shall endeavour to notify his immediate supervisor as means of communications permit.

07 An Engineer who has been absent because of sickness shall furnish when requested by the employing authority or his designate within fifteen (15) working days of the sickness, a medical certificate from a duly qualified medical practitioner designated by or acceptable to the employing authority, certifying that the Engineer is or was unable to be present at work because of the sickness. Where an Engineer fails to produce the requested medical certificate within fifteen (15) working days after the request has been made aforesaid, the Engineer shall not be entitled to be paid for the period of absence.

08 The Government may, in its discretion grant additional sick leave with pay or without pay over and above an Engineer's accumulated sick leave.

09 Sick leave credits shall not be accumulated during periods of absence greater than one-half (1/2) of the bi-weekly period when the Engineer is:

(a) Absent without leave or leave without pay; or

(b) Absent on sick leave and/or worker's compensation for any period beyond the first ten (10) consecutive working days.

10 Engineers may obtain information concerning their accumulated sick leave credits upon request in writing to their personnel office and shall be provided with the information within thirty (30) days of the receipt of the request.

ARTICLE 21 - LEAVE OF ABSENCE

01 An Engineer will be required to submit a written request for any leave of absence referred to in this Agreement unless otherwise herein stipulated. These requests will specify the reason for the leave and will be considered on an individual basis, and may be allowed at the discretion of the employing authority. Unless otherwise indicated in the Agreement, except in emergencies, such requests must be made at least four (4) weeks in advance.

02 Engineers granted leave of absence with pay shall retain their seniority and benefits and shall continue to accrue the same during the said leave of absence.

03 Engineers granted leave of absence without pay shall retain their seniority and benefits but further seniority and benefits shall not accrue during the said leave of absence.

04 An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period of absence and all jury or witness fees received by the employee shall be remitted to the Employer.

ARTICLE 22 - MATERNITY LEAVE

01 An engineer who qualifies for Maternity Leave may apply for such leave in accordance with either Plan A or Plan B but not both.

Plan A

02 In order to qualify for Plan A, a pregnant engineer must:

a) have completed nine (9) continuous months of employment for or with the government;

b) submit to the employing authority an application in writing for leave under Plan A at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and

c) provide the employing authority with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

03 An engineer who qualifies is entitled to and shall be granted maternity leave without pay consisting of:

a) a period not exceeding twenty (20) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section :02(c), or

b) a period of twenty (20) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Section :02(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;

c) The Commission may vary the length of maternity leave upon proper certification by the attending physician, and recommendation by the employing authority.

04 a) An engineer who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against the Unemployment Insurance waiting period.

b) Should the engineer not return to work following her maternity leave for a period of employment sufficient to allow for reaccumulation of the number of sick days granted under subsection (a), the engineer shall compensate the employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

Plan B

05 Effective the latter of:

a) the bi-weekly pay period following the date of signing, or

b) the date a Supplementary Unemployment Benefit Plan (SUB) is approved for implementation by the Canada Employment and Immigration Commission (C.E.I.C.)

and limited to maternity leaves commencing on or after that date, the provisions of Plan B will come into effect.

06 In order to qualify for Plan B a pregnant engineer must:

a) have completed nine (9) continuous months of employment for or with the government;

b) submit to the employing authority an application in writing, for leave under Plan B at least four (4) weeks before the day specificed by her in the application as the day on which she intends to commence such leave;

c) provide the employing authority with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;

d) provide the employing authority with proof that she has applied for unemployment insurance benefits and that the C.E.I.C. has agreed that the engineer has qualified for and is entitled to such Unemployment Insurance benefits pursuant to Section 30, Unemployment Insurance Act, 1971.

07 An applicant for Maternity Leave under Plan B must sign an agreement with the employing authority providing that:

a) she will return to work and remain in the employ of the government on a full time basis for at least six (6) months following her return to work, and

b) she will return to work on the date of the expiry of her maternity leave unless this date is modified by the employing authority, and

c) should she fail to return to work as provided under (a) and/or (b) above, she in indebted to the government for the full amount of pay received from the government as a maternity allowance during her entire period of maternity leave.

08 At the employee's request and with the recommendation of the employing authority, the Commission may authorize an employee who has received Maternity Leave under Plan B to return to work on a part-time basis for a period of twelve (12) months.

09 An engineer who qualifies is entitled to a maternity leave consisting of:

a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section :06 (c), or

b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Section :06 (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;

c) The Commission may vary the length of maternity leave upon proper certification by the attending physician, and recommendation by the employing authority.

10 During the period of maternity leave, an engineer who qualifies is entitled to a maternity leave allowance in accordance with the SUB plan as follows:

a) for the first two (2) weeks an employee shall receive 93% of her weekly rate of pay;

b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the U.I. benefits the engineer is eligible to receive and 93% of her weekly rate of pay,

c) all other time as may be provided under Section :08 shall be on a leave without pay basis.

11 Plan B does not apply to term or part-time engineers.

12 During the period of maternity leave, benefits will not accrue. However, the period of maternity leave will count as service towards eligibility for long service vacation and long service sick leave entitlement.

13 When an engineer's anniversary date falls during the period of maternity leave under Plan A or B, the engineer shall be eligible to receive a merit increase effective the date upon which she returns to her position of employment.

14 Sections 34(1.1) through 34 (1.9) inclusive of The Employment Standards Act respecting maternity leave shall apply "mutatais mutandis".

ARTICLE 23 - PATERNITY LEAVE

01 A male Engineer shall be granted up to a maximum of one (1) day's leave with pay, to attend the needs directly related to the birth of his child. Such leave may be granted on the day of, or the day following the birth of his child, or the days of his wife's admission to, or discharge from hospital.

ARTICLE 24 - ADOPTIVE PARENT LEAVE

01 Upon written request to the employing authority, an employee who is adopting a child, may be granted leave without pay up to a maximum of seventeen (17) weeks, to commence immediately following the date of the adoption. The employee may be required to furnish proof of adoption.

02 An employee shall be granted one (1) day's leave with pay to attend to needs directly related to the adoption of the child. At the employee's option, such leave shall be granted on the day of, or the day following the adoption.

ARTICLE 25 - COMPASSIONATE OR BEREAVEMENT LEAVE

01 Compassionate or bereavement leave with pay in the amount of three (3) working days shall be granted to an Engineer in the event of the death of a parent, spouse, child or ward, sibling, or relative permanently residing in the employee's household or with whom the employee permanently resides.

02 Compassionate or bereavement leave with pay in the amount of one (1) working day shall be granted in the event of the death of an immediate relative not included in sub-article 01 hereof, including without limiting the generality of the foregoing, a spouse's father or mother, grandparent, grandchild, uncle or aunt and such compassionate or bereavement leave at the discretion of the Government may be extended up to three (3) working days with pay.

03 An employee who is entitled to Compassionate Leave under Section 01 and 02 during his vacation leave shall receive vacation credits equal to the number of days of Compassionate Leave granted.

04 Compassionate or bereavement leave may be granted to an Engineer in respect of the death of any person not mentioned in sub-articles 01 or 02 above at the discretion of the Government.

05 The extension of the compassionate or bereavement leave provided for under sub-articles 01 and 02 above up to a maximum of five (5) working days with pay may be granted by the Government where distant travel is required by the Engineer.

06 For other purposes, such as dangerous illness or imminent death in the immediate family, an Engineer may be granted leave with pay up to a maximum of five (5) working days subject to the approval of the employing authority. Such leave shall be charged to the employee's sick leave credits.

ARTICLE 26 - WORKERS' COMPENSATION

01 When an Engineer is in receipt of Workers' Compensation allowance as a result of sickness, injury or disability incurred in the course of his duties, the Engineer, if he so elects, shall be an paid additional amount which, when combined with the compensation allowance, shall ensure the maintenance of his gross salary. Such additional amount shall be chargeable to the Engineer's sick leave credits accrued at the time the Engineer commenced receipt of Workers' Compensation allowances, and such additional payments shall be payable until the Engineer's accrued sick leave credits have been exhausted.

02 Where an Engineer is absent due to sickness, injury or disability for which compensation is paid under the Workers' Compensation Act, vacation leave shall accumulate as if the Engineer were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the sickness, injury or disability occurred.

ARTICLE 27 - RELIEF DUTIES

01 Where an employing authority or his designate directs an employee employed in one position to temporarily take over the duties and responsibilities of some other position having a higher grade of pay, and provided the employee takes over and continues to perform for eleven (11) or more consecutive working days the duties and respnsibilities of that other position, he shall be appointed temporarily to that other position with acting status and shall be paid at the rate of pay for that other position that is at least one increment more from the date of taking over the duties and responsibilities of that other position until the temporary appointment is revoked; and upon the temporary appointment being revoked he shall, unless he is appointed or promoted to some other position, revert to his original position and be paid at the rate of pay for his original position that he would be paid if he had never held the temporary appointment.

02 For purposes of interpretation of this article, "the duties and responsibilities" under this article means the duties and responsibilities that would have been preformed by the incumbent during the period in which he has been replaced.

ARTICLE 28 - NEW CLASSIFICATION

01 Where the Government wishes to establish a new classification of Engineer which should be included within the terms of this Agreement, the Government shall submit to the Organinzation written notice of the proposed new classification together with a description of the duties of such classification and the proposed salary schedule.

02 The Government will meet with representatives of the Institute to negotiate the salary schedule of such classification for inclusion in this Agreement, and if the Government and the Institute are unable to reach agreement on such salary schedule within 45 days of the commencement of such negotiations, then the following issue regarding the matter may be submitted by either party to an Arbitration Board established under Article 15 of this Agreement for final settlement, namely:

> The determination of the salary range of the new classification which shall relate equitably to the salary ranges paid for existing classifications based on a comparison of the relative value of the duties and responsibilities of the new classification.

03 The decision of the Arbitration Board shall be final and binding on all parties.

ARTICLE 29 - TECHNOLOGICAL CHANGE

01 The provisions contained in the Labour Relations Act dealing with technological change shall be deemed to be included in this Agreement.

ARTICLE 30 - CONTINUING EDUCATION

01 The Government and the Institute mutually recognize the desirability of having all Engineers covered by this Agreement able to maintain a high level of knowledge of developments and advances in their particular field of engineering. The employing authority is prepared to receive recommendations from the Institute or from any Engineer in this regard to enable continuing education of the Engineers employed whether by leave of absence, attendance at training programs and seminars or conventions.

02 The Government in accordance with established practices agrees to consider leave of absence for continuing education for a particular Engineer provided:

(a) The employing authority recommends that an Engineer be authorized to attend a particular training course;

(b) the Minister agrees that such training will be of advantage to the service;

(c) the Engineer agrees in writing prior to his leave not to terminate his or her services for such period of time as may be mutually agreed upon.

ARTICLE 31 - CIVIL LIABILITY

01 If an action or proceeding is brought against any Engineer covered by this Agreement for an alleged tort committed by him in the performance of his duties, then:

(a) The Engineer, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against him shall advise the Government through the Deputy Minister of his department of any such notification or legal process;

(b) The Government shall pay any damages or costs awarded against any such Engineer in any such action or proceedings and all legal fees, and/or;

(c) The Government shall pay any sum required to be paid by such Engineer in connection with the settlement of any claim made against such Engineer if such settlement is approved by the Government through the Deputy Minister before the same is finalized; provided the conduct of the Engineer which gave rise to the action did not constitute a gross disregard or gross neglect of his duty as an Engineer;

(d) Upon the Engineer notifying the Government in accordance with paragraph (a) above, the Government and the Engineer shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Government shall unilaterally appoint counsel. The Government accepts full responsibility for the conduct of the action and the Engineer agrees to co-operate fully with appointed counsel.

ARTICLE 32 - JOINT CONSULTATION COMMITTEE

01 The Employer and the Institute agree to the establishment of a Joint Consultation Committee in accordance with the terms of reference signed by the parties.

02 The terms of reference are appended to the collective agreement for informational purposes only.

03 The Employer shall endeavour to consult with representatives of the Institute at the appropriate level about contemplated changes in terms and conditions of employment that would effect a significant number of employees in a number of Departments.

04 Failure to provide consultation in accordance with 32:03 shall not in any manner negate any management action to change terms and conditions of employment not specifically covered by this agreement.

05 Where the Institute considers that the Employer has failed to comply with the spirit and intent of Article 32:03 the Institute may file a grievance. The decision on Step 3 of the grievance procedure shall be final and binding for grievances filed under this Article.

ARTICLE 33 - INSTITUTE SECURITY

01 The Government agrees to deduct the amount of monthly dues as determined by the Institute on a bi-weekly basis, from salaries or wages of each and every Engineer covered by this Agreement whether a member of the Institute or not.

02 The Government agrees that the aforesaid deduction shall continue during the life of this Agreement and after the expiry date thereof, during the entire period that any negotiations are proceeding with a view to concluding a new Collective Agreement.

03 The Institute agrees to advise the Government of the amount of the monthly dues and all amounts deducted under 01 hereof shall be forwarded by the Government to the treasurer of the Institute on a monthly basis. Such dues shall be forwarded to the Institute together with a list of the names of the Engineers for whom deductions have been made.

04 In consideration of the premises, and of the Government making the compulsory deduction of Institute dues as herein provided, the Institute agrees to, and does hereby indemnify and save the Government harmless from all claims, demands and proceedings of any action and from all costs which might arise or be taken against the Government by reason of the Government making the compulsory checkoff of Institute dues provided for in this Article.

05 The Institute shall notify the Government in writing of any changes in the amount of dues at least six (6) weeks in advance of the end of the pay period in which the deductions are to be made.

06 The Institute shall provide the Government with a list of officers and representatives of the Institute and shall provide the Government with a revised list from time to time as occasion may require.

07 The amount of the dues will be certified to the Government over the signature of a responsible officer of the Institute.

ARTICLE 34 - INSTITUTE BUSINESS

01 Any grievor and his Institute representative shall be allowed time off with pay to attend meetings with the employing authority or his authorized designees, relating to processing to a conclusion a grievance or grievances in which the grievor is involved as defined in Article 15 "Grievance Procedure" of this Agreement.
Any Engineer subpoenaed as a witness to an arbitration, shall be allowed time off with pay to attend such arbitration hearing.

02 The Government shall grant to a maximum of three (3) Employee Representatives serving on the Negotiation Committee of the Institute time off with pay while meeting with representatives of the Government to negotiate a revised or new Collective Agreement. Such representatives shall not incur any loss of any benefits accrued to them under the terms of this Collective Agreement for such meetings.

03 Any Engineer requiring time off to attend hearings under 01 hereof or negotiation meetings under 02 hereof shall give notice to the employing authority or its designee in advance of the time the Engineer is required to be off for such purpose or purposes.

04 The Government agrees to allow the Institute use of space on existing bulletin boards for the purpose of posting official Institute information relating to business affairs, meetings and social events provided the information does not contain anything that is adverse to the interests of the employer. The employing authority or designate shall have the right to refuse to post or remove the posting of any information.

05 (a) The Government recognizes that an employee may periodically require leave for Institute business. Subject to operational requirements, an employee may be granted leave with pay provided the employee is authorized by the Institute in writing to request such leave, and subject to reimbursement in accordance with sub-clause (b).

(b) Where such leave of absence has been granted the Institute shall reimburse the Government one hundred percent (100%) of the wages paid to an employee during an approved leave pursuant to sub-clause (a).

ARTICLE 35 - ASSOCIATION BUSINESS

01 Subject to operational requirements, an Engineer may be granted leave of absence with pay for purposes of attending to matters relating to the official business of the Association of Professional Engineers of Manitoba (A.P.E.M.).

ARTICLE 36 - GENERAL PROVISION

01 Where the singular and masculine are used in this Agreement, the same shall be construed as meaning the plural or the feminine or the neuter where the context so admits or requires and the converse shall hold as applicable.

02 It is understood and agreed between the parties hereto that the provisions of the General Manual of Administration presently in effect and presently applied to Engineers covered by this Agreement will continue and any subsequent variation of same approved by the Government will be applied to such Engineers, except with respect to those provisions which have been specifically abridged, or modified by this Agreement. Where there is any conflict between any such provisons and the terms of this Agreement, then the terms of this Agreement shall prevail and govern.

03 Upon written request of an Engineer, the central records file and/or Departmental Personnel file shall be made available once per year for his examination in the presence of a designated authority.

ARTICLE 37 - SEVERANCE PAY

01 Engineers with nine (9) or more years of continuous employment whose services are terminated as a result of retirement in accordance with the provisions of the Civil Service Superannuation Act, or death, shall be paid, or to his estate in the event of his death, severance pay in the amount of one week's pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed fifteen (15) weeks' pay.

02 Where an employee in his or her ninth (9th) year of continuous service fails to complete nine (9) years' continuous service as a result of retirement in accordance with the provisions of The Civil Service Superannuation Act, or death, the employee shall be paid, or to the employee's estate in the event of death, severance pay on the basis of nine (9) week's pay multiplied by the factor of the number of complete months of service completed in his ninth (9th) year divided by twelve (12) months.

03 Engineers with three (3) or more years of continuous employment whose services are terminated as a result of permanent lay-off shall be paid severance pay in the amount of one week's pay for each complete year of continuous employment, but the total amount of severance pay shall not exceed twenty-two (22) weeks' pay.

04 Where an employee in his or her third (3rd) year of continuous service fails to complete three (3) years continuous service as a result of permanent lay-off, the employee shall be paid severance pay on the basis of three (3) weeks' pay multiplied by the factor of the number of complete months of service completed in his third (3rd) year divided by twelve (12) months.

05 The rate of pay referred to under 01 through 04 shall be the last rate of pay in effect for the employee at the time of retirement, permanent lay-off or death.

06 The payment under 01 through 04 hereof shall not be subject to superannuation deductions.

07 For the purpose of this Article, continuous employment means consecutive and continuous years or parts of years of employment with the Government of Manitoba, where there has been no break in service involving termination of the Engineer.

In the calculation of continuous service, any approved leave of absence with pay shall not affect continuous service, and any authorized leave of absence without pay or temporary or seasonal lay-off, while not considered a break in service shall not be counted in the total continuous service.

ARTICLE 38 - SALARIES

01 The salaries payable to Engineers covered by this Agreement shall be as shown in Schedule "A" which is attached hereto and which forms part of this Agreement.

ARTICLE 39 - REMOTENESS ALLOWANCE

01 The Employer shall provide remoteness allowance to engineers in accordance with Schedule "C" attached hereto and which forms part of this agreement. It is understood that such allowances are not subject to negotiation between the Employernt and the Institute, however, any changes made by the Province of Manitoba to these allowances shall apply mutatis mutandis during the life of this Agreement.

ARTICLE 40 - TRANSPORTATION AND ALLOWANCES

01 The Government shall provide travel and related expenses to Engineers as outlined in the General Manual of Administration. It is understood that provisions with respect to travel and related expenses are not subject to negotiation between the Government and the Institute, however, any changes made by the Government to these allowances shall apply mutatis mutandis during the life of this Agreement.

ARTICLE 41 - DENTAL PLAN

01 The Government shall continue to provide to Engineers the current dental services plan. The Plan shall be modified to reflect any changes to the plan made by the government.

ARTICLE 42 - RETROACTIVE WAGES

01 Retroactive pay adjustments for the period between September 26, 1987 and the date of signing of this Agreement shall apply to:

(a) Engineers who are in the employ of the Government on the date of the signing of this Agreement;

(b) Engineers who have left the service during the above-mentioned period by reason of death or, who have retired in accordance with the provisions of the Civil Service Superannuation Act; and

(c) Engineers who have left the service during the interim period by reason of being laid-off by the employing authority.

02 Upon written request to the employing authority, within 60 days of the date of the signing of this Agreement, retroactive pay adjustments for the period between September 26, 1987 and the date of the signing of this Agreement shall be made to:

a) Engineers who have voluntarily terminated their services;

b) Term Engineers laid off at the end of a specific term of appointment or after the completion of the specific job for which they were employed.

ARTICLE 43 - EFFECTIVE DATES OF NEGOTIATED REVISIONS

01 Unless otherwise specified, all negotiated additions, deletions, amendments and/or revisions to this Agreement from the previous collective agreement shall become effective the first day of the second full bi-weekly pay period immediately following the date of signing of this Agreement. This section is effective September 26, 1987.

ARTICLE 44 - CHANGE OF WORK HEADQUARTERS

01 Where, as a result of a reorganization of a Department or part of a Department an Engineer's work headquarters is moved from one city or town to another city or town requiring a change of residence by the Engineer, the Engineer shall be given notice of the move ninety (90) days in advance of the date upon which the move of the Engineer is to be effected. Such notice shall be provided in writing to the Engineer by the employing authority.

02 When such notice has been given to an Engineer and the Engineer is unable to relocate, every reasonable effort will be made to place the Engineer in another suitable position within the civil service.

03 When an Engineer has accepted relocation involving a change in residence by the Engineer, the Engineer shall be reimbursed for expenses incurred due to the relocation in accordance with existing policy respecting "Expenses of Removal on Transfer".

04 Where an employee with three (3) or more years of continuous service is unable to relocate, the employee shall be subject to lay-off. If the employee has not been offered another suitable position within one year from the date of lay-off, the employee shall be permanently laid-off and shall be eligible for severance pay in accordance with Article 37 - Severance Pay.

05 For purposes of interpretation of this Article where the term "suitable position" is used it means a position which the employee is reasonably qualified for and able to perform and which is in a location that would not require a change of residence by the employee.

ARTICLE 45 - LONG TERM DISABILITY INCOME PLAN

01 The Government shall continue to provide a Long Term Disability Income Plan for all eligible employees. The Plan shall be modified to reflect any changes to the Plan made by the Government.

ARTICLE 46 - RECLASSIFICATION PROCEDURE

01 An employee who is of the opinion that his or her position is improperly classified may submit an "Employee Originated Request for Reclassification" on a form designated by the Civil Service Commission for such purposes.

02 Step 1

The employee will submit the request to his or her Branch Director together with the following:

a) a current position description;

b) the job classification being requested and reasons why that classification is appropriate;

c) any other information in support of the request.

The Branch Director would have ten (10) working days following receipt of the request to reply.

Step 2

Where the employee considers the Branch Director's reply unsatisfactory or where no reply is received within the prescribed time limits, the employee may forward a copy of the request to the Departmental Personnel Officer within ten (10) working days. The Department Personnel Officer will have twenty (20) working days following receipt of the request to reply.

Step 3

Where no reply is received within the time limits prescribed, or where the employee considers the Departmental Personnel Officer's response unsatisfactory, the employee may forward a copy of the request directly to the Director of the Personnel Services Division, Civil Service Commission within ten (10) working days.

The Personnel Services Division of the Civil Service Commission will respond to the employee within sixty (60) working days following receipt of the request. Should the request be denied, reasons will be provided.

05 Where no reply is received or where the employee considers the response unsatisfactory, the employee may appeal to the Civil Service Commission within twenty (20) working days upon the expiry of the time limits prescribed or on receipt of the decision from the Personnel Services Division.

06 The time limits prescribed in this Article may be extended by mutual agreement of the employee and the party designated to respond.

ARTICLE 47 - DEFERRED SALARY LEAVE PLAN (DSLP)

01 The terms and conditions of the Deferred Salary Leave Plan will apply to all employees under this collective agreement. Employees may apply to the employing authority to elect to defer salary to be paid during a period of leave of absence, in accordance with the provisions outlined in the Deferred Salary Leave Plan.

02 The implementation of the DSLP will become effective the first bi-weekly pay period following the date of notice of a positive tax ruling from Revenue Canada.

ARTICLE 48 - AMBULANCE AND HOSPITAL SEMI-PRIVATE PLAN

01 The government agrees to implement an Ambulance and Hospital Semi-Private Plan (AHSP) effective January 1, 1989 in accordance with the following:

(a) premiums will be paid by the government;

(b) the plan will provide similar benefits to the plan currently provided to employees and their dependants on a voluntary basis.

(c) eligibility requirements will be the same as those in effect for the Dental Plan.

ARTICLE 49 - RIGHTS OF STEWARDS

01 "Steward" means an employee elected or appointed by the Institute who is authorized to represent the Institute, an employee or both.

02 The government recognizes the Institute's right to select Stewards to represent employees.

03 The Institute shall determine the number of Stewards and the jurisdiction of each Steward having regard to the plan of organization, the distribution of employees at the work place, and the administrative structure implied by the Grievance Procedure.

04 The Institute agrees to provide the government with a list of Stewards and any subsequent changes for each work location by department. The Institute shall provide appropriate identification for Stewards.

05 Stewards and employees shall not conduct Institute business during their working time.

06 The duties of the Stewards shall be to investigate complaints of an urgent nature and to inevestigate and present grievances in accordance with the Grievance Procedure.

07 For complaints of an urgent nature, a Steward shall first obtain the permission of his or her immediate supervisor before leaving work to investigate such complaint with the employee and supervisor or departmental official concerned. Such permission shall not be unreasonably sought or withheld. On resuming his or her normal duties, the Steward shall notify his or her supervisor.

08 When it is necessary for a Steward to investigate a complaint or grievance during working hours, no deduction in salary shall be made from the Steward or employee concerned, provided that each has obtained approval from their supervisor(s) for the time required to deal with the complaint or grievance. On resuming their duties, the Steward and employee shall notify their supervisor(s).

IN WITNESS WHEREOF the Parties have hereunto executed this Agreement the date above written.

HER MAJESTY THE QUEEN in right of the Province of Manitoba.

Represented herein by the Minister
Responsible for the Civil Service Act

THE PROFESSIONAL INSTITUTE OF THE PUBLIC
SERVICE OF CANADA (O.P.E.E.P.M.)

Per

President

Vice-President

LETTER OF UNDERSTANDING - ENGINEERS APPOINTED EMPLOYING AUTHORITIES

For the purpose of this Agreement, it is agreed by the Government that the status of an Engineer as a member of the bargaining unit, will not be prejudiced or affected as a result of his being appointed an employing authority.

LETTER OF UNDERSTANDING - SECTION HEAD

For the purpose of this Agreement, it is agreed by the Government that the status of an Engineer as a member of the bargaining unit, will not be prejudiced or affected as a result of his functioning as a recipient of a grievance at Step 1 of the Grievance Procedure.

LETTER OF UNDERSTANDING - ENGINEER I

For the purpose of this Agreement, the Government agrees to recognize O.P.E.E.P.M. as the bargaining agent for graduate engineers who are employed in Engineer I positions and function as graduate engineers pending their registration as Professional Engineers.

SCHEDULE "A"

GOVERNMENT OF MANITOBA
PROFESSIONAL INSTITUTE OF THE
PUBLIC SERVICE OF CANADA (O.P.E.E.P.M.)
SALARY SCHEDULE

EFFECTIVE 87 09 26
THROUGH 88 09 23

ENGINEER 1	23,300	24,227	25,154	26,175	27,234
	893.20	928.73	964.25	1,003.40	1,044.00
	12.32	12.81	13.30	13.84	14.40
	28,331	29,466	30,696	31,982	33,343
	1,086.05	1,129.55	1,176.68	1,225.98	1,278.18
	14.98	15.58	16.23	16.91	17.63
ENGINEER 2	30,696	32,171	33,533	34,913	36,407
	1,176.68	1,233.23	1,285.43	1,338.35	1,395.63
	16.23	17.01	17.73	18.46	19.25
	38,015	39,623	41,363		
	1,457.25	1,518.88	1,585.58		
	20.10	20.95	21.87		
ENGINEER 3	32,171	33,533	34,913	36,407	38,015
	1,233.23	1,285.43	1,338.35	1,395.63	1,457.25
	17.01	17.73	18.46	19.25	20.10
	39,623	41,363	43,292	45,277	
	1,518.88	1,585.58	1,659.53	1,735.65	
	20.95	21.87	22.89	23.94	
ENGINEER 4	36,407	38,015	39,623	41,363	43,292
	1,395.63	1,457.25	1,518.88	1,585.58	1,659.53
	19.25	20.10	20.95	21.87	22.89
	45,277	47,396	49,438		
	1,735.65	1,816.85	1,895.15		
	23.94	25.06	26.14		
ENGINEER 5	39,623	41,363	43,292	45,277	47,396
	1,518.88	1,585.58	1,659.53	1,735.65	1,816.85
	20.95	21.87	22.89	23.94	25.06
	49,438	51,557	53,656	56,020	
	1,895.15	1,976.35	2,056.83	2,147.45	
	26.14	27.26	28.37	29.62	
ENVIRONMENTAL ENGINEER 1	23,300	24,227	25,154	26,175	27,234
	893.20	928.73	964.25	1,003.40	1,044.00
	12.32	12.81	13.30	13.84	14.40

	28,331	29,466	30,696	31,982	33,343
	1,086.05	1,129.55	1,176.68	1,225.98	1,278.18
	14.98	15.58	16.23	16.91	17.63
ENVIRONMENTAL	32,171	33,533	34,913	36,407	38,015
ENGINEER 2	1,233.23	1,285.43	1,338.35	1,395.63	1,457.25
	17.01	17.73	18.46	19.25	20.10
	39,623	41,363	43,292	45,277	
	1,518.88	1,585.58	1,659.53	1,735.65	
	20.95	21.87	22.89	23.94	
ENVIRONMENTAL	34,913	36,407	38,015	39,623	41,363
ENGINEER 3	1,338.35	1,395.63	1,457.25	1,518.88	1,585.58
	18.46	19.25	20.10	20.95	21.87
	43,292	45,277	47,396	49,438	
	1,659.53	1,735.65	1,816.85	1,895.15	
	22.89	23.94	25.06	26.14	
ENVIRONMENTAL	39,623	41,363	43,292	45,277	47,396
ENGINEER 4	1,518.88	1,585.58	1,659.53	1,735.65	1,816.85
	20.95	21.87	22.89	23.94	25.06
	49,438	51,557	53,656		
	1,895.15	1,976.35	2,056.83		
	26.14	27.26	28.37		
INTERMEDIATE	47,396	49,438			
ENGINEER B	1,816.85	1,895.15			
(P.I.O.)	25.06	26.14			
PETROLEUM	33,533	34,913	36,407	38,015	39,623
ENGINEER	1,285.43	1,338.35	1,395.63	1,457.25	1,518.88
	17.73	18.46	19.25	20.10	20.95
	41,363	43,292	45,277		
	1,585.58	1,659.53	1,735.65		
	21.87	22.89	23.94		
DISTRICT	36,407	38,015	39,623	41,363	43,292
PETROLEUM	1,395.63	1,457.25	1,518.88	1,585.58	1,659.53
ENGINEER	19.25	20.10	20.95	21.87	22.89
	45,277	47,396	49,438		
	1,735.65	1,816.85	1,895.15		
	23.94	25.06	26.14		

GOVERNMENT OF MANITOBA
PROFESSIONAL INSTITUTE OF THE
PUBLIC SERVICE OF CANADA (O.P.E.E.P.M.)
SALARY SCHEDULE

EFFECTIVE 88 09 24
THROUGH 89 09 22

ENGINEER 1	24,000	24,946	25,910	26,970	28,048
	920.03	956.28	993.25	1,033.85	1,075.18
	12.69	13.19	13.70	14.26	14.83
	29,183	30,355	31,622	32,946	34,346
	1,118.68	1,163.63	1,212.20	1,262.95	1,316.60
	15.43	16.05	16.72	17.42	18.16
ENGINEER 2	31,622	33,135	34,535	35,953	37,504
	1,212.20	1,270.20	1,323.85	1,378.23	1,437.68
	16.72	17.52	18.26	19.01	19.83
	39,150	40,814	42,611		
	1,500.75	1,564.55	1,633.43		
	20.70	21.58	22.53		
ENGINEER 3	33,135	34,535	35,953	37,504	39,150
	1,270.20	1,323.85	1,378.23	1,437.68	1,500.75
	17.52	18.26	19.01	19.83	20.70
	40,814	42,611	44,597	46,639	
	1,564.55	1,633.43	1,709.55	1,787.85	
	21.58	22.53	23.58	24.66	
ENGINEER 4	37,504	39,150	40,814	42,611	44,597
	1,437.68	1,500.75	1,564.55	1,633.43	1,709.55
	19.83	20.70	21.58	22.53	23.58
	46,639	48,814	50,913		
	1,787.85	1,871.23	1,951.70		
	24.66	25.81	26.92		
ENGINEER 5	40,814	42,611	44,597	46,639	48,814
	1,564.55	1,633.43	1,709.55	1,787.85	1,871.23
	21.58	22.53	23.58	24.66	25.81
	50,913	53,107	55,264	57,703	
	1,951.70	2,035.80	2,118.45	2,211.98	
	26.92	28.08	29.22	30.51	
ENVIRONMENTAL ENGINEER 1	24,000	24,946	25,910	26,970	28,048
	920.03	956.28	993.25	1,033.85	1,075.18
	12.69	13.19	13.70	14.26	14.83

	29,183	30,355	31,622	32,946	34,346
	1,118.68	1,163.63	1,212.20	1,262.95	1,316.60
	15.43	16.05	16.72	17.42	18.16
ENVIRONMENTAL	33,135	34,535	35,953	37,504	39,150
ENGINEER 2	1,270.20	1,323.85	1,378.23	1,437.68	1,500.75
	17.52	18.26	19.01	19.83	20.70
	40,814	42,611	44,597	46,639	
	1,564.55	1,633.43	1,709.55	1,787.85	
	21.58	22.53	23.58	24.66	
ENVIRONMENTAL	35,953	37,504	39,150	40,814	42,611
ENGINEER 3	1,378.23	1,437.68	1,500.75	1,564.55	1,633.43
	19.01	19.83	20.70	21.58	22.53
	44,597	46,639	48,814	50,913	
	1,709.55	1,787.85	1,871.23	1,951.70	
	23.58	24.66	25.81	26.92	
ENVIRONMENTAL	40,814	42,611	44,597	46,639	48,814
ENGINEER 4	1,564.55	1,633.43	1,709.55	1,787.85	1,871.23
	21.58	22.53	23.58	24.66	25.81
	50,913	53,107	55,264		
	1,951.70	2,035.80	2,118.45		
	26.92	28.08	29.22		
INTERMEDIATE	48,814	50,913			
ENGINEER B	1,871.23	1,951.70			
(P.I.O.)	25.81	26.92			
PETROLEUM	34,535	35,953	37,504	39,150	40,814
ENGINEER	1,323.85	1,378.23	1,437.68	1,500.75	1,564.55
	18.26	19.01	19.83	20.70	21.58
	42,611	44,597	46,639		
	1,633.43	1,709.55	1,787.85		
	22.53	23.58	24.66		
DISTRICT	37,504	39,150	40,814	42,611	44,597
PETROLEUM	1,437.68	1,500.75	1,564.55	1,633.43	1,709.55
ENGINEER	19.83	20.70	21.58	22.53	23.58
	46,639	48,814	50,913		
	1,787.85	1,871.23	1,951.70		
	24.66	25.81	26.92		

SCHEDULE "B"

SAMPLE LETTER TO BE SENT TO TERM ENGINEERS AT TIME OF HIRE

Date: _____

Dear _____:

Your term appointment is effective ____(date)_____ as a _____ (classification) _____ at ___(bi-weekly rate of pay)_____. Your term appointment will expire on ____(date)_____.

NO FURTHER NOTICE OF THE EXPIRATION DATE OF YOUR TERM APPOINTMENT SHALL BE PROVIDED EXCEPT FOR CASES OF LAY-OFF OR TERMINATION PRIOR TO THE EXPIRY DATE OF YOUR TERM APPOINTMENT.

Yours truly,

SCHEDULE "C"
REMOTENESS ALLOWANCES

1:01
Remoteness Allowances shall be paid to employees subject to the eligibility criteria and conditions laid down in this Article.

1:02
Eligibility Claim: A notorized eligibility claim, in a standard format to be determined by the government in accordance with the provisions of this Article for the payment of dependent's or single rate of allowances shall be submitted to the employing authority when first requesting the allowance, and renewed not less frequently than annually thereafter, normally prior to the fiscal year or where any change in dependents claimed arises.

1:03
Single or Dependent's Allowance: Subject to section 1:05, the Single Allowance will be paid to employees that have established a residence and maintain a home in a location designated as a Remote Location and who are eligible for the payment of a Remoteness Allowance. Claims for Dependent's Allowance will be subject to sections 1:04 and 1:05 and to the following criteria and conditions:

The employee shall be supporting one or more dependents where a dependent includes:

- a marital partner living with and dependent on the employee for main and continuing support;

- an unmarried child under 18 years of age;

- an unmarried children over 18 years but under 21 years if in full time attendance at school or university or similar educational institution;

- an unmarried child of any age if physically incapable or mentally disturbed, provided such a child is dependent on the employee for support.

1:04

There is a presumption of marriage evidenced by co-habitation. If a marriage contract is not in existence, a common-law arrangement between the marital partners must have been in existence for at least one year prior to the application for Dependent's rate.

1:05

Where both marital partners are employees of the Government of Manitoba in any Department, Board, Agency or Commission to which this Agreement, the Government Employees' Master Agreement, or the Civil Service Regulations covering Remoteness Allowances apply, but subject to Section: 06 that follows, the Dependent rate shall be paid to one partner only and the other partner will not receive either the Dependent or Single Rate of Remoteness Allowance.

1:06

Where both marital partners are employees of the Government of Manitoba in any Department, Board, Agency or Commission to which this Agreement, the Government Employees' Master Agreement, or the Civil Service Regulations covering Remoteness Allowances apply, the Dependent rate will be paid to the permanent employee, if the other partner is temporary or departmental, or the first employee to be hired on a permanent basis, otherwise to the first employee hired. Where specially requested by both employees in writing, the Dependent's rate may be divided and equal amounts (to the nearest cent) paid to each employee.

1:07 - Locations and Residence

The Remoteness Allowance applicable to the location at which the employee has established his residence and maintains a family home is normally that which prevails; since the residence would be within normal daily travel distance to the employee's headquarters. Where there is doubt as to whether the employee's residence is established in relation to his headquarters the location for Remoteness Allowance shall be determined by the employing authority.

Where there is no community in relation to which the employee has a residence for which an allowance can be established, the nearest community to the designated employee's workplace shall be considered to be the location for the allowance.

1:08 - Hourly Rate Personnel & Employees Hired on an "if, as and when" Basis

Remoteness Allowances are to be determined separately from hourly wage rates. Except for employees hired on an "if, as and when" basis, Remoteness Allowances are to be considered on a daily basis, i.e. 1/10th of the bi-weekly rate, up to the maximum amount for the bi-weekly period, for the following conditions:

(a) for each day the employee is at work irrespective of the number of hours work; OR

(b) for each day that the employee is recognized as being a "standby".

1:09 - Limitations

The Remoteness Allowances for the various communities, for Single or Dependent's as indicated, represent a maximum bi-weekly allowance relative to paid employment. They are payable during paid holidays and vacations taken during continued employment, during authorized paid sickness leave during continued employment, and as limited in Section 1:08 above for hourly-rated employees. They are not payable during periods of absence without pay. They are not included as part of regular earnings.

1:10 - Rates

The bi-weekly Remoteness Allowances relative to each location at Single and Dependent's rate are shown in Section 1:15 hereto. Communities in an eligible area for which no allowance has been established may be added to the list in accordance with the government formula.

1:11 - Geographic Eligibility

No location will be included for Remoteness Allowance that is 250 Kilometers or less from the centre of the metropolitan area of the City of Winnipeg or the City of Brandon, unless that location is a distance of 65 Kilometers or more by the most direct road to a Provincial Trunk Highway or paved Provincial Road, and the aggregate distance to the highway or paved road and thence to Winnipeg or Brandon totals 200 or more Kilometers. No location having road access and situated south of the 53rd parallel of latitude will be included unless the criterion concerning off-highway access was met.

1:12 - Bunk Houses or Similar Accommodation

In areas where a Remoteness Allowance has been established, or can be established in relation to a specific community, where employees are provided with living quarters but are not provided board, such employees shall receive twenty-five percent (25%) of the Remoteness Allowance applicable to that community. Where such employees are to be stationed under such conditions in a remote location on a semi-permanent basis (i.e. for a period of three (3) months or more), they shall recive in addition twenty-five percent (25%) of the Remoteness Allowance applicable to that community.

The rates shall be based on the community closest to the location where accommodation is supplied.

Employees stationed in a remote area who are provided with room and board shall not receive any form of living or Remoteness Allowance.

1:13 - No Duplication of Allowances by Reason of Retroactivity

Any person hitherto entitled to receive an allowance under provisions replaced hereby, in respect of the period during which those provisions were in force and effect, shall be entitled to receive hereunder only the difference, if any, between what he was entitled to receive under those provisions and what he is entitled to receive hereunder.

1:14

A full time employee eligible for remoteness allowance as provided in this schedule shall be eligible, in each fiscal year (April 1 to March 31), to receive up to a maximum of two (2) days travel time without loss of regular pay.

1:15 BI-WEEKLY REMOTENESS ALLOWANCES

LOCATION	Effective September 26, 1987 DEPENDENTS	SINGLE
Berens River	$172.31	$98.79
Bissett	114.30	67.58
Bloodvein River	174.89	100.46
Brochet	205.85	118.52
Churchill	166.40	100.97
Cormorant	97.14	61.96
Cranberry Portage	83.24	52.46
*Crane River	87.56	59.52
Cross Lake	185.27	107.10
*Dauphin River (Anama Bay)	99.94	66.56
Easterville	85.00	53.67
Flin Flon	72.03	44.82
Gillam	148.02	89.57
God's Lake Narrows	204.16	117.37
God's River	206.81	119.18
Grand Rapids	82.63	51.09
Ilford	221.14	126.58
Island Lake/Garden Hill	190.21	108.66
Jen Peg	135.09	80.75
Lac Brochet	224.30	128.67
Leaf Rapids	114.26	70.91
Little Grand Rapids	183.31	103.95
Lynn Lake	117.99	71.44
Manigotagan	114.30	67.58
*Matheson Island	101.52	67.64
Moose Lake	123.39	76.29
Negginan/Poplar Point	175.20	100.76
Nelson House	126.16	77.02
Norway House	164.80	94.23
Oxford House	200.27	114.56
Pikwitonie	161.56	96.75
Pukatawagan	133.13	81.77
Red Sucker Lake	203.10	116.49
St. Therese Point	190.21	108.66
Shamattawa	217.35	126.22
Sherridon	131.58	80.71
Snow Lake	98.85	61.44
Southern Indian Lake	209.35	120.76
Split Lake	217.82	124.32
Tadoule Lake	227.75	131.10
The Pas	67.60	41.31
Thicket Portage	161.21	96.51
*Thompson	92.63	60.61
*Wabowden	123.12	79.27
Waterhen	85.33	53.37
York Landing	219.71	127.98

* See Memorandum Of Agreement

FLEXIBILE HOURS GUIDELINES

REFERENCE ARTICLE 16:03

A division or branch within a department may, subject to the approval of the employing authority, determine the most suitable arrangements of hours of work for "office" employees in accordance with the following guidelines:

a) The office must remain open during the hours 8:30 A.M. to 4:30 P.M. with an extension to 5:00 P.M. where it is deemed necessary to provide service to the public.

b) Variations in employees' hours of work may occur as a result of staggered starting or finishing times or an alteration in the time allowed for lunch.

c) The earliest starting time is 7:30 A.M., the latest finishing time is 6:00 P.M., and the minimum allowable lunch period is 45 minutes.

d) Varied starting or finishing times must comprise a minimum of 30 minutes prior to or after normal office hours.

e) Service to the public must not be downgraded by the change in hours.

f) Employees must work 7 1/4 hours per day and 36 1/4 hours per week exclusive of lunch periods.

g) All employees must be present at work during a core period of 10:00 A.M. to 3:00 P.M., less lunch periods.

h) The normal work week continues to be Monday to Friday inclusive.

MEMORANDUM OF AGREEMENT

Subject: General Pay Increase

Effective September 23, 1989 the hourly rates of pay in the play plan will be increased by a General Pay Adjustment to be determined as follows:

1) Calculate the Total Percentage (%) Change in the Winnipeg Consumer Price Index (CPI) All Items as determined by Statistics Canada for the 12 month period from July 1988 to June 1989. The Total % Change is the sum of the percent in each of the 12 months in the period.

Total % = % Change in Index Change from July '87 to July '88 + Aug.'88 / Aug.'87 +.....+ June '89 / June '88

2) Calculate the Average Percentage (%) Change by dividing the Total % Change by 12. Round to the nearest tenth (1/10th) of a percent.

3) The General Pay Adjustment (GPA) will consist of two components - (a) a percentage component and (b) a dollar component.

   a) Calculate the percentage component of the General Pay Adjustment by dividing the Average Percentage Change by 2 and rounding to the nearest hundredth (1/100th) of a percent.
   b) Calculate the dollar portion of the General Pay Adjustment by applying the percentage component to the average bi-weekly salary in the bargaining unit. For purposes of this calculation the average salary will be $1,100.00 bi-weekly. The hourly amount will be calculated on the basis of the appropriate hours of work.

4) The hourly rates for each classification in the pay plan will be increased by:

a) applying the percentage component of the GPA.

b) then applying the dollar component of the GPA.

c) rounding the result to the nearest cent.

On Behalf of the Professional Institute of the Public Service of Canada

March 31 1984
Date

On Behalf of the Government

Witness

Witness

MEMORANDUM OF AGREEMENT

SUBJECT: EMPLOYMENT SECURITY

Subject to Article 44 - Change of Work Headquarters, during the term of the Collective Agreement there will be no lay-offs of regular full time employees who are employees as of the date of signing of the collective agreement.

This Memorandum shall be attached to and shall form part of the Collective Agreement.

On Behalf of the Professional Institute of the Public Service of Canada

On Behalf of the Government

Witness

Witness

MEMORANDUM OF AGREEMENT

SUBJECT: REMOTENESS ALLOWANCE

1. Thompson, Wabowden, Crane River, Matheson Island and Anama Bay are not designated as a "prescribed area" for Northern Residents' Tax Deduction purposes. If any of these locations become designated as a "prescribed area", the bi-weekly Remoteness Allowance will revert to the rates which were in effect as of January 1, 1987.

   The effective date of the change to the bi-weekly Remoteness Allowance will be the effective date the location is designated as a "prescribed area".

   No retroactive recovery of Remoteness Allowance will be made from employees if the location is designated as a "prescribed area" on a retroactive basis.

2. If any work location currently designated as a "prescribed area" for Northern Residents' Tax Deduction purposes ceases to be designated as a "prescribed area", the Remoteness Allowance will be implemented effective the end of the tax year in which the benefit has been removed.

3. Remoteness Allowances for Thompson, Wabowden, Crane River, Matheson Island and Anama Bay will be increased in accordance with the following:

Date	Single	Dependent
September 26, 1987	$10.00	$10.00
September 24, 1988	$10.00	$10.00
September 23, 1989	$ 5.00	$ 5.00

On Behalf of the Professional Institute of the Public Service of Canada

On Behalf of the Government of Manitoba

Witness

Witness

March 31, 1988
Date